

ONTARIO RENTAL CONSTRUCTION LOAN

Administrative Guide

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ONTARIO RENTAL CONSTRUCTION LOAN

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LOAN ASSISTANCE PROPOSAL

- 1. Interest-free loan to encourage construction of private market rental projects, not otherwise directly assisted.
- 2. \$4,200 per unit, paid on interest adjustment date.
- 3. Loan assistance administered by Ontario Mortgage Corporation as a second mortgage.
- 4. In order to ensure that rents conform to market conditions at the time projects are completed, initial rent levels will be negotiated with the Minister.
- 5. Re-payment begins in Year-11.
- 6. Repaid without interest over 15 years.

ELIGIBILITY CRITERIA

1. Area Eligibility

- Primarily intended for areas with a vacancy rate of 3% or less.
- Where warranted, consideration could be given to special cases in other areas.

2. Mortgage Insurance

- Insured

or

- Self/Privately financed.

Definition of "START"

Installation of footings or other base support, provided they have not come above ground level on date of formal announcement or are commenced on or after date of formal announcement and before January 1, 1982.

- 4. Participants will be required to ensure that the units are not limited to "ADULTS ONLY".
- 5. Where local needs warrant, appropriately designed units should be made available to disabled persons.
- 6. Participants would be required to offer the Ministry of Housing up to 15% of units in any complex, but not to exceed 25% of units in any one building, for use under the Rent Supplement Program.

ELIGIBILITY CRITERIA (CONTINUED)

- 7. Conversion to rental units of vacant, existing non-residential space may qualify.
- 8. The residential rental units in new mixed residential/commercial or retail projects may also qualify
- Assistance will not apply to condominium units which may be available for rent
- 10. Eligibility on Unit Cost

Participants would remain eligible for \$4,200 per unit of loan assistance, up to the following maximum unit prices*

For Metropolitan To Mississauga and Nor Ontario (North of t River)	thern	Frank.	For the res	
1 Bedroom (Y, or)	\$44,500	48,000	1 Bedroom	\$40,000
2 Bedroom 47,500	\$48,500	56,000	2 Bedroom	\$44,000
3 Bedroom 52,500 or larger	\$53,000	61,500	3 Bedroom or larger	\$47,500

- * 1980 maximum unit prices for non-profit units
- 11. Minimum of 6 units per project for new construction to qualify.

ONTARIO RENTAL CONSTRUCTION LOAN PROGRAM

PROCEDURES WHEN APPLIED IN CONJUNCTION

WITH INSURED FIRST MORTGAGES

- (1) The Developer obtains from Ontario Mortgage Corporation (OMC) an application for a second mortgage interest-free loan under the Ontario Rental Construction Loan Program.
 - N.B. Maximum unit prices are based on Canada Mortgage & Housing Corporation figures for non-profit housing.

 Those maximum unit prices will be updated periodically, along with vacancy rate figures.
- (2) If the Developer believes the proposed rental project meets the program requirements, the Developer applies to an approved lender for an insured first mortgage loan.
- (3) The Lender reviews the application, assesses the financial viability of the project, taking into consideration the \$4,200 per qualifying residential unit interest-free loan. Provided the project meets the Lender's normal underwriting criteria and the program requirements, the Lender applies to the Insurer for mortgage insurance.
- (4) When the undertaking to insure is received from the Mortgage Insurer, the Lender issues a first mortgage commitment to the Developer which may be subject to OMC issuing a second interest-free mortgage commitment for \$4,200 per qualifying residential unit.
- (5) The Developer submits to OMC the application for a second mortgage loan together with the supporting material.
 OMC may require the Lender to provide a schedule of the proposed rents and construction costs on a per unit basis, and on the basis of which the Lender and the Insurer approved the first mortgage

- (6) OMC reviews the material and if it meets the program requirements, OMC issues to the Developer an interest-free second mortgage commitment of \$4,200 per qualifying residential unit. OMC sends a copy of its commitment to the Lender.
- (7) If the plans for the project are amended and the number of residential units increased or decreased and such changes are approved by the Lender and the Mortgage Insurer, OMC would issue an amended commitment based on the new number of qualifying residential units. Receipt of confirmation of approval by the Lender is required by OMC.
- (8) The solicitor acting for the Lender is to act for OMC in connection with the OMC second mortgage. When the Lender advises OMC of the name and address of its solicitors, OMC forwards a copy of the second mortgage commitment to the solicitor. The legal costs of the OMC second mortgage are to be paid directly by the Developer, it being understood that OMC is not responsible for any such costs.

Should the number of qualified residential units be increased after the registration of the OMC second mortgage, a new second mortgage would have to be registered for the increased amount.

- (9) The second mortgage to OMC is to be drawn on OMC special mortgage form. It is to be for the amount in the OMC commitment or amended commitment, for a term of 25 years, interest-free, and provide for the repayment of principal in equal monthly instalments over 15 years beginning in the 11th year of the term of the mortgage, due on the first of each and every month. In the event of default whether in repayment or otherwise, interest at fifteen percent (15%) per annum shall be charged for each day of default. The OMC second mortgage is to contain special provisions along the following lines:
 - a) The Mortgagor covenants and agrees that the Minister of Housing shall have the right to require the Mortgagor to provide up to 15% of the units in a project, but not to exceed 25% of units in any one building, for use under the Rent Supplement Program.

(9) (Contd)

- b) The Mortgagor further covenants and agrees that the units shall not be limited to "adults only."
- c) The Mortgagor covenants and agrees to abide by the Ontario Human Rights Code and any amendments thereto.
- d) And the Mortgagor further covenants and agrees that the breach of any of the covenents set out in paragraphs (a), (b) & (c) shall constitute default under the mortgage and the full amount of principal shall then become due and payable.
- e) If the Mortgagor makes a disposition of the qualified residential units included in the mortgaged lands for any purpose other than as residential rental units, a proportionate amount of this mortgage shall immediately become due and payable.
- f) The Mortgagee acknowledges that its mortgage is second in priority to a first construction mortgage and hereby postpones its mortgage in favour of advances under the first mortgage to the full extent of the said first mortgage.
- g) The Mortgagee agrees that the existing first mortgage may be renewed or replaced upon expiry thereof in priority to the mortgage herein provided that the amount of such new or renewed first mortgage shall not exceed 85% of the then appraised value of the mortgaged lands as certified by an independent qualified appraiser, or insurer of such first mortgage.
- h) The Mortgagor and any subsequent owner is to advise OMC of any change of ownership, giving the name and address of the new owner and each such new owner is to execute an Assumption Agreement.
- (10) The Developer is to provide to OMC a properly executed direction authorizing OMC to advance the full amount of its 2nd mortgage jointly to the Developer/Owner and the Lender.
- (11) The report to OMC from the solicitor is to certify only that OMC has a good and valid second mortgage subject only to a first mortgage to the Lender. OMC would rely on the Lender to ensure that the project complies with normal lending and legal requirements.

- (12) Prior to the interest adjustment date in the first mortgage and the commencment of the rental campaign, the Developer/Owner is to submit to OMC a schedule of the first year unit rents for approval by OMC. The decision of OMC as to first year's rental amounts shall be final and binding on the Developer/Owner.
- (13) The Developer/Owner is to provide OMC with an executed copy of the Rent Supplement Program Agreement or a copy of a letter from the Minister of Housing declining to accept any units for the Rent Supplement Program.
- (14) At least five days prior to the interest adjustment date (IAD) in the first mortgage as finally established, OMC must be in possession of the following:
 - a) confirmation from the Lender of the final IAD
 - b) confirmation from the Lender that the first mortgage is not in default;
 - c) report from OMC solicitor and duplicate OMC second mortgage;
 - d) properly executed Direction from the Developer/Owner as to the payment of second mortgage funds;
 - e) copy of the executed Rent Supplement Agreement or copy of a letter declining to take any units;
 - f) approved schedule of first year unit rents.

If the above is received and is in order, on the IAD OMC will forward to its solicitor a cheque for the amount of the second mortgage but not more than the number of qualified residential units multiplied by \$4,200, to be disbursed by OMC solicitor pursuant to the direction, subject to the satisfactory subsearches. Should any of the above information and material be received by OMC at a later date, OMC will advance the funds as above within five business days of the receipt of the last such item.

(15) It is the intention that the term of the second mortgage shall run from the IAD of the first mortgage as finally established, provided it falls on the 1st day of any month. If it should fall

(15) (Contd)

on any other day, the term of the OMC second mortgage shall commence on the 1st day of the following month. If as a result of any change of the first mortgage IAD the commencement of the term, the first repayment date and the maturity date in the OMC second mortgage as registered have to be amended, OMC in writing shall notify the Developer/Owner of the new dates.

(16) At least a month prior to the first repayment due date under the OMC second mortgage, OMC shall confirm in writing to the Owner of record the amount of the monthly repayments and the date of the first repayment.

ONTARIO RENTAL CONSTRUCTION LOAN PROGRAM

PROCEDURES WHEN APPLIED IN CONJUNCTION WITH SELF/PRIVATE FINANCING

- (1) The Developer obtains from Ontario Mortgage Corporation (OMC) an application for a second mortgage interest-free loan under the Ontario Rental Construction Loan Program.
 - N.B. Maximum unit prices are based on Canada Mortgage & Housing Corporation figures for non-profit housing. Those maximum unit prices will be updated periodically, along with vacancy rate figures.
- (2) If the Developer believes the proposed rental project meets the program requirements, the Developer applies to OMC for an interest-free second mortgage loan. It is assumed that a first mortgage from the Developer would be registered on title. In support of the application the Developer is to submit to OMC the following:
 - a) Particulars of financing: amount, interest rate, term.
 - N.B. Any financing, whether secured by a first realty mortgage or other encumbrance is not to exceed 85% of the total cost.
 - b) Name and address of its solicitor.
- (3) OMC reviews the material, and if in its opinion and on the basis of the information provided, the proposed project meets the program requirements, OMC issues to the Developer an interest-free second mortgage commitment of \$4,200 per qualifying residential unit.
- (4) If the plans for the project are amended and the number of residential units increased or decreased, the Developer shall advise OMC of the revised number and type of residential units, and OMC shall issue an amended commitment based on the new number of qualifying residential units.

(5) OMC appoints a solicitor to act for it in connection with the second mortgage and forwards a copy of the second mortgage commitment to the solicitors. The Developer is to be responsible for the payment of legal costs of the OMC second mortgage and in no event shall OMC assume the responsibility for such costs.

Should the number of qualified residential units be increased after the registration of the OMC second mortgage, a new second mortgage would have to be registered for the increased amount.

- (6) The second mortgage to OMC is to be drawn on OMC special mortgage form. It is to be for the amount in the OMC commitment or amended commitment, for a term of 25 years, interest-free, and provide for the repayment of principal in equal monthly instalments over 15 years beginning in the 11th year of the term of the mortgage, due on the first of each and every month. In the event of default whether in repayment or otherwise, interest at fifteen percent (15%) per annum shall be charged for each day of default. The OMC second mortgage is to contain special provisions along the following lines:
 - a) The Mortgagor covenants and agrees that the Minister of Housing shall have the right to require the Mortgagor to provide up to 15% of the units in a project, but not to exceed 25% of units in any one building, for use under the Rent Supplement Program.
 - b) The Mortgagor further covenants and agrees that the units shall not be limited to "adults only."
 - c) The Mortgagor covenants and agrees to abide by the Ontario Human Rights Code and any amendments thereto.
 - d) And the Mortgagor further covenants and agrees that the breach of any of the covenants set out in paragraphs (a), (b) & (c) shall constitute default under the mortgage and the full amount of principal shall then become due and payable.
 - e) If the Mortgagor makes a disposition of the qualified residential units included in the mortgaged lands for any purpose other than as residential rental units, a proportionate amount of this

(6)(e)_(Contd)

mortgage shall immediately become due and payable.

- (f) The Mortgagee agrees that in the event of a sale by the Mortgagor a new first mortgage is arranged, provided it is an insured mortgage and does not exceed 85% of the then appraised value of the mortgaged lands as certified by the mortgage insurer, this mortgage may be postponed in favour of such new insured first mortgage.
- (g) The Mortgagor and any subsequent owner is to advise OMC of any change of ownership, giving the name and address of the new owner and each such new owner is to execute an Assumption Agreement.
- (7) As soon as available the Developer is to provide to OMC a foundation survey Certified by a qualified Ontario Land Surveyor and a copy of the building permit.
- (8) Prior to the commencement of the rental campaign, the Developer/
 Owner is to submit to OMC a schedule of the first year unit rents
 for approval by OMC. The decision of OMC as to first year's
 rental amounts shall be final and binding on the Developer/Owner.
- (9) The Developer/Owner is to provide OMC with an executed copy of the Rent Supplement Program Agreement or a copy of a letter from the Minister of Housing declining to accept any units for the Rent Supplement Program.
- (10) On completion of the project the Developer/Owner is to provide to OMC a certificate from its supervising architect that the project is complete and ready for occupancy including the date of actual completion and the number and type of residential units; the supervising architect is also to certify that the period for the filing of the Mechanics' Liens under the Mechanics' Lien Act, or any successor of the Act, had expired.
- (11) OMC reserves the right to make its own inspection of the project and to make the final decision as to completion.
- (12) Prior to the advance by OMC under its second mortgage, OMC must

(12) (Contd)

be in receipt of the following:

- a) certificate from the supervising architect;
- b) full report normally required in a mortgage transaction from OMC solicitor together with the duplicate registered second mortgage;
- up-to-date foundation survey of the project and copy of the building permit;
- d) copy of the executed Rent Supplement Program Agreement or copy of a letter declining to take any units;
- e) approved schedule of first year unit rents.

Within ten business days of receiving all the above documents, provided OMC inspection, if made, was satisfactory, OMC shall make the second mortgage advance. OMC will forward to its solicitor a cheque for the amount of the second mortgage but not more than the number of qualified residential units multiplied by \$4,200, to be disbursed by OMC solicitor to the then registered owner or as it may direct, subject to the satisfactory subsearches. If the legal cost remain unpaid at the time of the OMC advance, OMC solicitor shall have the right to deduct such costs from the advance.

- (13) It is the intention that the term of the second mortgage should run from the first day of the month following the OMC advance. If it becomes necessary to amend the dates in the OMC second mortgage, OMC in writing shall notify the Developer/Owner of the new commencement, first repayment and maturity dates.
- (14) At least a month prior to the first repayment due date under the OMC second mortgage OMC shall confirm in writing to the owner of record the amount of the monthly repayments and the date of the first repayment.

of Housin	ry Ontario Mortgage ng Corporation	, 60 Bloor Street West 11 th Floor Toronto, Ontario M4W 388		Construction	
lease submit in de	uplicate to OMC.		OMC Reference		
Name of Applicant	-1		Name of Lender		_
Address			Address		
Name of Parson to	Contact	Telephone Number	Name of Person to Con	ntact	Telephone Number
roject Type:	Apartment	Townhouse Mix	ted Apartment/Townho	use Mixed Re	esidential/Commercial
		ct:	Estimated Complete	ion Date:	
Estimated Startin	g Date:	(nearest dollar)		Allocation of Units	
Estimated Startin	g Date: erket Rent per unit Unit Type		Estimated Complet Market Rent		
Estimated Startin	g Date:	(nearest dollar)		Allocation of Units	
Estimated Startin	g Date: erket Rent per unit Unit Type	(nearest dollar)		Allocation of Units	
Estimated Startin	erket Rent per unit Unit Type 1 — Bedroom 2 — Bedroom	(nearest dollar)		Allocation of Units	
Estimated Startin stimated Cost/M Number of Units	prket Rent per unit Unit Type 1 — Bedroom 2 — Bedroom 3 — Bedroom	(nearest dollar) Unit Cost	Market Rent	Allocation of Units	OHC Rent Supplemen
Estimated Startin stimated Cost/M Number of Units Total First Mortg	price to Person Price to Perso	(nearest dollar) Unit Cost	Market Rent	Allocation of Units Disabled Persons	OHC Rent Supplemen
Estimated Startin stimated Cost/M Number of Units Total First Morts MPORTANT — A	price to Person Price to Perso	(nearest dollar) Unit Cost S ogether with the following:	Market Rent For OMC Use Only Municipality:	Allocation of Units Disabled Persons Insured Self/Privately Financeo	OHC Rent Supplemen
Stimated Startin stimated Cost/M Number of Units Total First Mortg MPORTANT — A This application (a) Cos	erket Rent per unit Unit Type 1 — Bedroom 2 — Bedroom 3 — Bedroom age Commitment: Applicant Please Not	(nearest dollar) Unit Cost S ogether with the following:	For OMC Use Only Municipality: Vacancy Rate:	Allocation of Units Disabled Persons Insured Self/Privately Financed	OHC Rent Supplemen
Stimated Startin stimated Cost/M Number of Units Total First Morts This application (a) Cop (b) Cop (c) Exe	erket Rent per unit Unit Type 1 — Bedroom 2 — Bedroom 3 — Bedroom age Commitment: Applicant Please Not must be submitted to by of Lender's Letter	(nearest dollar) Unit Cost S ogether with the following: r of Commitment, o Insure.	Market Rent For OMC Use Only Municipality:	Allocation of Units Disabled Persons Insured Self/Privately Financed	OHC Rent Supplemen
Estimated Startin Estimated Cost/M Number of Units Total First Morts MPORTANT — A This application (a) Cos (b) Cos (c) Exe Pro	price the service of	S	For OMC Use Only Municipality: Vacancy Rate:	Allocation of Units Disabled Persons Insured Salf/Privately Financed ying Units:	OHC Rent Supplemen

Eligibility Requirements

I/We hereby acknowledge that in order to comply with the Eligibility Requirements of the Ministry of Housing for a loan under the Ontario Rental Construction Loan Program, I/We will be required to comply with the following, or the following conditions must prevail:

- The project must not be otherwise directly assisted by any other governmental body.
- Rents must conform to market conditions at the time that projects are completed, and initial rent levels will be negotiated with the Ontario Mortgage Corporation.
- In order for a residential rental building to qualify under the Program, the installation of footings or other base support must not have been built above ground level before January 29, 1981 and/or must not have been commenced after January 1,1982.
- The units must not be limited to "ADULTS ONLY".

* * *

- 5. The building and applicable units must be appropriately designed to accommodate
- The Ministry of Housing will be offered up to 15% of units in any complex, but not to exceed 25% of units in any one building, for housing under the Rent Supplement Program.
- Ontario Mortgage Corporation has full and undisputed authority to interpret the eligibility criteria and may accept or reject any application without any reasons therefor.

The undersigned hereby agrees to the conditions stipulated herein.

Dated at

Dated at	, the	day of	, 198
	_		

DIRECTION

TO:	ONTARIO	MORTGAGE	CORPORAT	ION		
	RE:					
		Owner			— hereby au	uthorize
		u to pay h		made jointly	in the name o	of the
and t	ne first	mortgage				
to tir	me on you	ur second	mortgage	on the above	ced by you fro described lam authority for	nd;
Dated	at	th	is	da <u>y</u> of	1981.	
						(Seal)

MORTGAGE DOCUMENT

Charge or Mortgage, Long With Spousal Consent O.M.C. O.R.C.L. Program

Page 1

The Land Titles Act

3,

(hereinafter called the Mortgagor).

the registered owner of the land entered in the Land Registry Office for the Land Titles Division

۰ſ

as Parcel

in the Register for

In consideration of the sum of

Dollars

paid to me, charge the land hereinafter particularly described, namely,

being $$\operatorname{\textsc{of}}$$ of the said parcel, (hereinafter called the "said lands") with payment to

ONTARIO MORTGAGE CORPORATION (hereinafter called the

Mortgagee) of the principal sum of

Dollars, with interest at the rate calculated and payable as hereinafter provided. THE AMOUNT of Principal money secured by the mortgage is

Dollars, and interest is calculated and payable as hereinafter provided. IN THIS MORTGAGE

- (a) "disposition" means any sale, gift, charge, pledge, mortgage, assignment, lease, sublease, transfer, parting with possession or other disposition of the whole or of any part of the Mortgagor's interest in the said lands and the buildings and improvements thereon, during the term of this mortgage; and
- (b) "qualified residential units" means the residential rental units contained in a building situated on the said lands, or to be situated on the said lands, which units meet the requirements of the Ministry of Housing of Ontario under the Ontario Rental Construction Loan Program;
- (c) "default" means the breach of or the failure to comply with any term, condition, covenant or proviso of this mortgage by the Mortgagor, its successors and assigns.

PROVIDED THIS MORTGAGE to be void on payment to the Mortgagee at its head office in Toronto, Ontario, or at such other place as the Mortgagee may designate, of

Dollars in lawful money of Canada with interest at the rate calculated and payable as hereinafter provided, as follows:

- (a) the principal sum of \$
 shall fall due and be payable on the 1st day of
 19 and thereafter the respective principal sums
 of shall
 fall due and be payable on the 1st day of each and
 every month in every year up to and including the
 1st day of when the remainder of the principal
 moneys secured by this mortgage shall fall due and
 be payable in full;
- (b) interest shall be payable only if the Mortgagor at any time during the term of this Mortgage is in default, and in any such event interest shall accrue from the date of any such default at the rate of 15 per centum per amnum until the default has been remedied or until the principal moneys secured by this mortgage have been paid in full.

AND THE MORTGAGOR COVENANTS with the Mortgagee that the Mortgagor will not during the term of this Mortgage

make a disposition of the said lands, convert the units to other than residential rental units or do any other act which would result in the reduction or elimination of the number of qualified residential units set out in this mortgage under the definition "qualified residential units" and if the Mortgagor makes such disposition this mortgage shall be in default, and the Mortgagee may require the Mortgagor to pay to the Mortgagee the remainder of the principal moneys then owing together with interest accruing to the date of payment; or the Mortgagee may require the Mortgagor to pay to the Mortgagee the part of the principal calculated by multiplying the number of qualified residential units eliminated by \$4,200 per unit.

(b) make a disposition of the said lands without causing the person or corporation to whom the disposition is being made to enter into an assumption of mortgage agreement with the Mortgagee to assume all terms, conditions, provisos and covenants in this Mortgage, and if the Mortgagor fails to do so and the person or corporation to whom the disposition is made fails to enter into such assumption of mortgage agreement, then this mortgage shall be in default and the Mortgagee may require the Mortgagor to pay to the Mortgagee the remainder of the principal moneys then owing together with interest accruing to the date of payment.

AND THE MORTGAGOR COVENANTS with the Mortgagee

- that the Mortgagor will not limit the leasing of the qualified residential units to the occupancy by adult persons only;
- (b) that the Mortgagor shall on the request of the Minister of Housing provide up to 15% of the qualified residential units, (but not to exceed 25% of the qualified residential units, in any one building) for use under the Rent Supplement Program of the Ministry of Housing.

AND THE MORTGAGOR COVENANTS WITH THE MORTGAGEE to comply with the Ontario Human Rights Code and all amendments thereto from time to time.

AND Taxes and performance or Statute Labour AND observance and performance of all terms, covenants, provisos and conditions contained in this mortgage.

IF THE MORTGAGOR defaults in paying any sum for interest at any time appointed for payment in accordance with this mortgage, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate set out in this mortgage, and in case the interest and compound interest are not paid in six months, from time of default a rest shall be made, and compound interest at the rate set out in this mortgage shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

THE MORTGAGOR agrees that neither the preparation, execution nor registration of this Indenture shall bind the Mortgagee to advance the money hereby secured, nor the advance of a part of the moneys secured hereby bind the Mortgagee to advance any unadvanced portion thereof, but nevertheless the estate hereby conveyed shall take effect forthwith upon the execution of these presents by the said Mortgagor, and the expenses of the examination of the title and of this Mortgage and valuation are to be secured hereby in the event of the whole or any balance of the principal sum not being advanced, the same to be charged hereby upon the said lands and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Mortgage, and in default the said Mortgagee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

THE said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest and observe the above proviso, and will pay as they fall due all taxes, rates and assessments, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged, or levied upon the said lands and premises;

THAT the Mortgagor has a good title in fee simple to the said lands. AND that he has the right to convey the said lands to the said Mortgagee. AND that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

AND that the said Mortgagor will execute such further assurance of the said lands as may be requisite;
AND that the said Mortgagor has done no act to encumber the said lands;

The Mortgagee acknowledges that this mortgage is a second mortgage and that the Mortgagor may obtain all mortgage advances on its first mortgage on the said lands up to the full principal amount

Dollars and the Mortgagee hereby postpones the principal of this mortgage in favour of the full principal amount of the said first mortgage.

PROVIDED THAT the Mortgagor shall have the privilege or renewing or replacing the existing first mortgage on the said lands if

- the renewal or replacement is a mortgage insured for the full period of the mortgage under the National Housing Act (Canada) or by a private mortgage insurance
- and the amount of the principal of such renewed or replaced mortgage does not exceed 8% of the appraised value of the said lands at the date of such replacement or renewal of the mortgage, as determined by an appraisal made by an independent qualified appraiser or by the insurer of such first mortgage.

PROVIDED THAT the Mortgagor shall have the privilege of paying off the whole or any part of the principal at any time without notice or bonus.

AND that the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value in dollars of lawful money of Canada. Without prejudice to the foregoing statutory clause, such buildings shall include all buildings whether now or hereafter erected on the said lands, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, evelone, lightning and such other risks or hazards as the Mortgagee may require. Evidence of continuation of all such insurance having been effected shall be produced to the Mortgagee at least three days before the expiration thereof; otherwise the Mortgagee may provide therefor and charge the premium paid and interest thereon at the rate aforesaid to the Mortgagor and the same shall be payable forthwith and shall also be a charge upon the said lands. It is further agreed that the Mortgagee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by him and also of his own accord may effect or maintain any insurance herein provided for and any amount paid by him therefor shall be payable forthwith by the Mortgagor with interest at the rate aforesaid and shall also be a charge upon the said lands. All policies of insurance shall provide that loss, if any, shall be payable to the Mortgagee as his interest may appear, subject to standard form of Mortgage clause attached.

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands subject to the said

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands subject to the said

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for at least fifteen days may on at least thirty-five days' notice enter on and lease the said lands or on default of payment for at least fifteen days may on at least thirty-five days' notice sell the said lands. Such notice shall be given to such persons and in such manner and form and within such time as provided in The Mortgages Act, as amended. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the said lands, if occupied, or by placing it on the said lands if unoccupied, or at the option of the Mortgagee, by mailing it in a registered letter addressed to the Mortgagor at his last known address, or by publishing it once in a newspaper published in the county or district in which the lands are situate: and such notice shall be sufficient although not addressed to any person or persons by name or designation: and notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability. PROVIDED FURTHER, without prejudice to the statutory powers of the Mortgagee muder the foregoing proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continue for two months after any payment of either falls due then the Mortgagee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Mortgagee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. AND it is hereby further agreed that the whole or any part or parts of the said lands may be sold by public auction or private

PROVIDED that the Mortgagee may distrain for arrears of interest. PROVIDED that the Mortgagee may dis-

PROVIDED that the Mortgagee may distrain for arrears of interest. PROVIDED that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest. PROVIDED that in default of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Mortgagee. PROVIDED that upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest shall immediately become duand payable at the option of the Mortgagee. PROVIDED that the Mortgagee may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of said principal shall be as set out in the above proviso for redemption. PROVIDED further that any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. AND its further agreed by and between the parties that the Mortgagee may at his discretion at all times release any part or parts of the said lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the said lands or any person from this Mortgage or from any of the convenants herein contained, it being especially agreed that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole money hereby secured and no person shall have the right to require the mortgage moneys to be apportioned; and without heing accountable to the Mortgagor for the value thereof, or for any moneys except those actually received by the Mortgagee.

apportioned; and without being accountable to the Mortgagor for the value thereof, or for any moneys except those actually received by the Mortgagee.

PROVIDED that no extension of time given by the Mortgagee to the Mortgagor or any one claiming under him, or any other dealing by the Mortgagee with the owner or owners of the equity of redemption of said lands or of any part thereof, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the money hereby secured, and that this Mortgage may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrancers. And it shall not be necessary to register any such agreement in order to retain priority for this Mortgage so altered over any instrument registered subsequently to this Mortgage. PRO-VIDED that nothing contained in this paragraph shall confer any right of renewal upon the Mortgagor. PRO-VIDED further that no saie or other dealing by the Mortgagor with the equity of redemption in the said lands or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the moneys hereby secured. THE Mortgagor covenants with the Mortgagee that he will keep the said lands and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively, and that the Mortgagee may, whenever he deems necessary, by his agent enter upon and inspect the said mortgaged lands and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate aforesaid shall be added to the mortgage debt and be payable forthwith and be a charge upon the said lands prior to all claims thereon subsequent to these presents. And that if the Mortgagor shall neglect to keep the said premise

AND it is hereby agreed between the parties hereto that the Mortgagee may pay all premiums of insurance and all taxes, rates, utility and heating charges which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the said lands, and of negotiating this loan, investigating title, and registering the Mortgage and other necessary deeds, and gener-

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ally in any other proceedings taken in connection with or to realize this security (including legal fees and real estate commissions and other costs incurred in leasing or selling the said lands or in exercising the power of entering, lease and sale herein contained) shall be with interest at the rate aforesaid, a charge upon the said lands in favour of the Mortgagee, and that the Mortgagee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the said lands, which payments with interest at the rate aforesaid shall likewise be a charge upon the said lands in favour of the Mortgagee. PROVIDED, and it is hereby further agreed, that all amounts paid by the Mortgagee as aforesaid shall be added to the debt hereby secured and shall be payable forthwith with interest at the rate aforesaid, and in default this Mortgage shall immediately become due and payable at the option of the Mortgagee, and all powers in this Mortgage conferred shall become exercisable. PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

-6-

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

PROVIDED and it is hereby agreed, that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest at the rate and times herein provided; and further that said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.

THE Mortgagor covenants with the Mortgagee that the Mortgagor will reimburse the Mortgagee for legal fees, real estate commissions and other costs incurred by the Mortgagoe in exercising the powers of sale herein contained. AND the Mortgagor covenants and agrees with the Mortgagoe that forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Mortgagor, (b) the qualification of the said lands as a matrimonial home within the meaning of Part III of The Family Law Reform Act, 1978. as amended, and (c) the ownership of the equity of redemption in the said lands. He Mortgagor will advise the Mortgagee accordingly and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right possession in the said lands by virtue of Section 40 of the said Act. In furtherance of such intention, the Mortgagor covenants and agrees to furnish the Mortgagoe with such evidence in connection with any of (a), (b) and (c) above as the Mortgagoe may from time to time request.

PROVIDED and it is hereby agreed that in constraing these presents the words "Mortgagor" and "Mortgager" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construct as "Mortgagor" or "Mortgagors", "Mortgagors", "Mortgagors", "Mortgagors", and "he" "she", she", she will be construed as agreeing with the said word or pronous so substructed. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagors, shall be equally secured to and exercisable by his, her, their or its heirs, executions entered usto or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagors, Mortgagors, and she shall be equally binding upon his, her, their or its heirs, executions, administrators and essigns, or exactness, and enables, or exactness, and essigns, or exactness, and enables, or exactness, and essigns, or exactness, and enables, or exactness, and that all such comments and shallbush and obligations that point and several.

and seeigns, or encrements and seeigns, as the case may be, and that all such coverants and liabilities and obligations shall be joint and several.

The undersigned Mortgagor acknowledges having received a true copy of this Mortgage.

THIS CHARGE is made in pursuance of The Short Forms of Mortgages Act.

DATED the day of 19

WITNESS

APPIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the
make oath and say:
I am a subscribing witness to the attached instrument and I was present and saw it executed

I am a subscribing witness to the attached instrument and I was present and saw it executed at by

I verily balieve that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the this day of 19

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Ministry of Housing



Rent Supplement Program

The Ministry of Housing works closely with the private sector in making suitable rental accommodation available for families and individuals who pay rents according to their incomes.

Under the Rent Supplement Program, landlords are paid the difference between the reduced rents and the full rental rate negotiated between the Ministry of Housing and the landlord.

The rent supplement approach has several advantages:

- It guarantees that units will be rented continually for a specific number of years.
- Rents are renegotiated annually to ensure that they fairly reflect market rents in the area.
- Lower-income families have more opportunity of becoming part of a community, since the approach eliminates concentrations of low-income residents In public housing developments.
- Up to 25 per cent of the units in a development complex may be assigned under the Rent Supplement Program.

More than 9,000 units are being administered under the Rent Supplement Program in more than 50 smaller centres such as Lindsay, Kenora and Stratford, as well as in the larger centres of Toronto, Hamilton and Ottawa.

The operating subsidy for each rental unit is shared equally by the federal and provincial governments.

Geared-to-income rents generally run from 16.7 to 25 per cent of gross family income.

Senior citizens—couples with one spouse at least 60 years of age or individuals aged 60 or older—pay rents which range generally from between 20 and 25 per cent of gross income.

How are the units selected?

The type and number of units accepted are related directly to the local waiting list for assisted housing. Ministry staff inspect units offered to ensure they meet suitable maintenance, decoration and management standards for occupancy.

Generally, not more than 25 per cent of the units in a complex or building may be accepted for lease under the program.

How are the rents established?

The rental rates proposed by the landlord are reviewed by the Ministry of Housing to ensure that they do not exceed current market rents for similar accommodation in the area.

Must units be vacant when they are offered?

Not necessarily. Units may be under construction or forecast as being available at a later date. A notice of availability is required in writing 75 days prior to vacancy. This gives potential tenants sufficient time to advise their current landlord that they intend to move.

How are tenants chosen?

Prospective tenants are chosen from the local waiting list for assisted housing. The landlord meets with local housing management staff to discuss applications from prospective tenants. The applicant is then advised of the availability of the unit by the local housing management and leasing arrangements are made between the landlord and the prospective tenant.

Should special provision be made for tenants?

No. The tenant signs a lease with the landlord who is responsible for the normal landlord/tenant relationships, such as rent collection, maintenance, repairs and services normally offered to all tenants in the building.

Are any special terms included in the lease?

Yes. An additional clause must be added to allow for rent adjustments downward during the lease term to reflect any reductions in the tenant's income. In this case, the subsidy would be increased to maintain the rental figure in the Ontario Housing Corporation-landlord agreement.

What about the rent supplement agreement?

If units are satisfactory, the landlord and Ontario Housing Corporation enter into an agreement for the leasing of accommodation for a minimum period of three years. The agreement calls for an annual review of the initially established rental rate. Further details are contained in the rent supplement agreement.

How are rental payments made?

The tenant pays rent directly to the landlord, according to the rent-geared-to-income scale determined by the local housing management staff. The difference between the tenant's portion and the agreed rental rate of the unit is paid to the landlord on the first day of the month by the ministry.

For example:

Agreed rent \$250
Tenant's rent-gearedto-income -140
Supplement \$110

For additional information, please contact:

Community Housing Division Ontario Ministry of Housing 12th Floor 101 Bloor St. W. Toronto, Ont. M5S 1P8 Telephone: (416) 965-9650

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I hereby certify the above informat	ion is correct and t	the repts are in coordans with	th the residential promises Ro	ent Review Act of Onterio.

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Recommendations	
Neconimenos (ION	
Units Approved	
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Inspected By	Date

ONTARIO RENTAL CONSTRUCTION LOAN PROGRAM

Schedule of Applications and Approvals as at April 27, 1982

Municipality	No. of Appls.	Total Units	Units Approved	Units Committed	Constr. Starts	Cancelled/ Rejected	Appls. on Hand (Units)
Ajax	1	200				200 canc.	
Alexandria	1	36	2.	36	(36)		
Ancaster	1	97	*	*		97 canc.	-
Arnprior	2	62	*	62	(62)		0
Balmertown	2	14	21	8	(8)	6 canc.	-
Barrie	5	305	118	175	(118)	187 canc.	*
Beamsville	1	42	42	2	(42)	*	0
Belleville	3	294	294	-	(294)	-	*:
Blind River	4	98	18	80	(98)		-
Brantford	1	170	170		(170)	54	20
Brighton	1	28	200	28	(28)		
Brockville	4	99	48	51	(99)		*
Burlington	1	188	•			188 canc.	-
Cambridge	2	149	2	149	(149)	(2	
Carleton Place	5	92	-	72	(72)	20 canc.	
Cobourg	1	6	8	6	(6)		*
Cornwall	4	218	150	68	(218)	:2	27
Dryden	3	75		45	(45)	30 canc.	79
Dwight	1	6	**	6	(6)		*:
Dysart	ា	15	40	15	(15)		2
Elliot Lake	1	18	18		(18)		7
Fergus	1	34	34		(34)		**
Fort Frances	3	85		55	(55)	30 canc.	¥3
Georgetown	1	60			8	60 canc.	
Gravenhurst =	1	34	50	34	(34)		*
Grimsby	-1	32			: 4	32 canc.	*
Guelph	3	77	¥3	6	(6)	71 canc.	27
Hamilton	3	283	0.50	13	(13)	64 canc.	
Hawkesbury	1	56		*		206 rej. 56 canc.	*
Hornepayne	ា	8	27	8	(8)	0.0	20
Huntsville	2	71	17	54	(71)		÷)
98- 07AL 199 ED 20	62	2,952	909	796	(1,705)	1,247	

Munici <u>p</u> ality	No. of Appls.	Total <u>Units</u>	Units Approved	Units Committed	Constr. Starts	Cancelled/ Rejected	Appls. on Hand (Units <u>)</u>
SUB-TOTAL B/FORWARD	62	2,952	909	796	(1,705)	1,247	• ::
Ingersoll	1	30		2	12	30 canc.	22
Iroquois Falls	1	12				12 canc.	
Kapuskasing	2	36		-		36 canc.	
Kenora	1	36		36	(36)	9	
Kingston	10	967	233	512	(745)	222 canc.	.70
Kirkland Lake	1	6		6	(6)		
Kitchener	20	1,034	95	824	(919)	115 canc.	1.00
Lindsay	1	20	-	20	(20)		
Little Britain	1	18	0.00	75		18 canc.	
London	24	2,401	271	1,438	(1,709)	692 canc.	
Long Sault	1	6	12	6	(6)	2	-
Mattawa	1	12	3.5	12	(12)		
Meaford	1	29		29	(29)		-
Milton	1	180	2		12	180 canc.	-
Moonbeam	1	6	:5		92	6 canc.	7.5
Moose Creek	1	6	97	6	(6)	*	5 3
Morrisburg	1	6	-	6	(6)	4	¥1
Napanee	1	18	18	2	(18)		8
Niagara Falls	5	284	231	*	(231)	53 canc.	•/-
North Bay	5	114	20	26	(46)	68 canc.	€.
Orillia	4	66	8	-	(8)	58 canc.	-
Oshawa	7	325	163	56	(219)	106 canc.	•
OTTAWA AND DIS	TRICT						
Ottawa	1,2	2,425	804	677	(1,481)	944 canc.	
Gloucester	6	705	317	•	(317)	388 canc.	
Kanata	1	144	144	2	(144)	1	
Nepean	3	394	124	9	(124)	270 canc.	2
Pembroke	5	122	30	48	(78)	44 canc.	•
Perth	4	89		89	(89)	38	•
SUB-TOTAL CARRIED FORWARD	184	12,443	3,367	4,587	(7,954)	4,489	

	No. of		Units A <u>p</u> proved	Units Committed	Constr. Starts	Cancelled/ Rejected	Appls. on Hand (Units)
SUB-TOTAL B/FORWARD	184	12,443	3,367	4,587	(7,954)	4,489	
Petawawa	1	12	2:	12	(12)	23	
Pickering	1	600	5	600	(600)	*5	•
Port Colborne	2	102	44	5 8	(102)		**
Prescott	2	60	24	36	(60)	20	
Renfrew	3	66		66	(66)		
Ridgeway	1	9	9	100	(9)	*	
St. Catharines	8	547	224		(224)	323 canc.	(2)
St. Isidore	1	8 =	-	•		8 canc.	2
St. Mary's	1	46				46 canc.	
Sault Ste. Mari	e 23	1,006	200	688	(888)	118 canc.	
Smith Falls	2	48	-	48	(48)	2	749
Stirling	1	24	7.5	24	(24)	*	
Sudbury	3	335	100	123	(223)	112 canc.	+
Thorold	1	76	~	30	(30)	46 canc.	140
Thunder Bay/ Fort William	9	405	24	238	(262)	143 canc.	
Timmins	3	138	-	138	(138))***
TORONTO AND DIS	TRICT						
Toronto	4	929	31	10	(41)	888 canc.	3.53
Brampton	4	1,956	×	1,803	(1,803)	53 rej.	
Mississauga	16	3,232	961	1,190	(2,151)	1,081 canc.	2
North York	7	983	81	686	(767)	216 canc.	0 7 0
Scarborough	9	1,857	304	238	(542)	1,315 canc.	
Tottenham	1	7	2	7	(7)	-	
Trenton	3	120		120	(120)	*	
Val Rita	- 3	8	~		*	8 canc.	((*))
Walkerton	2	87	-	28		87 canc.	
Mallaceburg	2	39	17	32	(32)	7 canc.	
Waterloo	4	342	240	80	(320)	22 canc.	
SUB-TOTALL CARRIED FORWARD	299	25,385	5,609	10,814	(16,423)	8,962	

Munici <u>p</u> alit <u>y</u>	No. of Appls.	Total <u>Units</u>	Units Approved	Units Committed	Constr. Starts	Cancelled/ Re <u>j</u> ected	Appls. on Hand (Units)
SUB-TOTAL E/FORWARD	299	25,385	5,609	10,814	(16,423)	8,962	e: :
Wawa	1	14	25	14	(14)	*	•
Welland	7	362	116	76	(192)	170 canc.	* 1
Whitby	2	182		-	-	182 rej.	•
Woodstock	4	151	29	43	(72)	79 canc.	7.5
Wyoming	1	28		14	(14)	14 canc.	*:
TOTAL	314	26,122	5,754	10,961	(16,715)	9,407 (8,966 canc.) (441 rej.)	•